

Exhibit “D”

ADDENDUM to AGREEMENT

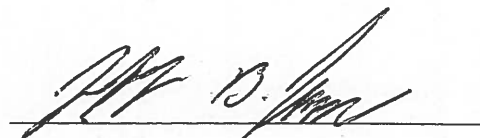
This Addendum, dated June 14, 2017 modifies the Agreement dated March 4, 2013 between **James HAGGERTY** ("**Haggerty**") and **WORLEY & OBETZ, INC.** (the "**Company**").

Amendments:

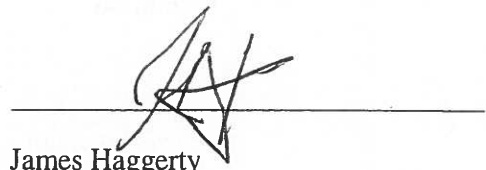
At the effective date of June 1, 2017, the Company hereby agrees to the following:

1. Under the Agreement noted above, the Company will pay the Residual Payments due to Haggerty in advance in the amount of \$150,000.00 total, 3 equal installments June, July, August 2017 of \$50,000.00 each (the "**Advance Residual Payment**").
2. Interest on the Advance Residual Payment will be charged at an annual rate of 4.50%, compounded on a continuous basis.
3. In return for the Advance Residual Payment, Haggerty has agreed to modify Section 1(a) of the Agreement by reducing the percentage of the Residual Payments from 10% to 5% (the "**Reduced Calculation Percentage**"). All other terms and conditions of Section 1(a) of the Agreement remain unchanged.
4. As repayment for the Advance Residual Payment, the Company will withhold the Residual Payments due to Haggerty in full. Once the Advance Residual Payment (plus any accrued interest) has been fully repaid under this Addendum, any Residual Payments due to Haggerty will again be paid to Haggerty.
5. Haggerty may repay the Advance Residual Payment at any time without penalty.
6. The Reduced Calculation Percentage in Amendment Section 3 will be maintained until the end of the term of the Agreement (February 27, 2023) regardless of the status of the payment of the Advance Residual Payment. If the Advance Residual Payment has been fully repaid, the Reduced Calculation Percentage will be maintained.

This Addendum to the Agreement dated March 4, 2013 noted above has been executed effective June 1, 2017 by:



Jeffrey B. Lyons
President and CEO
Worley & Obetz, Inc.



James Haggerty